

RESOLUTION NO. 2014 – 08

RESOLUTION OF THE OVERSIGHT BOARD OF THE  
SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION  
AS THE NATIONAL CITY REDEVELOPMENT AGENCY  
AUTHORIZING THE CHAIRMAN TO EXECUTE AN AGREEMENT  
WITH GEOSYNTEC CONSULTANTS, INC., FOR A NOT-TO-EXCEED  
AMOUNT OF \$300,000 TO PROVIDE ON-CALL PROFESSIONAL  
SERVICES INVOLVING ENVIRONMENTAL OVERSIGHT, MONITORING,  
TESTING, REPORTING, AND REMEDIATION OF ENVIRONMENTAL  
CONTAMINANTS AND/OR HAZARDOUS MATERIALS AT  
PROPERTIES CONTROLLED BY THE SUCCESSOR AGENCY

WHEREAS, Assembly Bill 26 ("AB26") as amended in AB 1484, together, being referenced below as the "Dissolution Act" dissolved redevelopment agencies and required successor agencies to wind down redevelopment agencies' affairs; and

WHEREAS, the Dissolution Act transferred the property and responsibilities of the former Community Development Commission of the City of National City ("CDC") to the control of the Successor Agency to the Community Development Commission of the City of National City ("Successor Agency");

WHEREAS, on June 19, 2007, the former Community Development Commission ("CDC") adopted Resolution No. 2007-142 approving an Agreement with Geosyntec Consultants, Inc., in the not-to-exceed amount of \$250,000 to provide on-call professional services involving environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at redevelopment properties controlled by the CDC; and

WHEREAS, on June 16, 2009, the CDC adopted Resolution No. 2009-163 approving a new agreement with Geosyntec Consultants for \$250,000 to provide the same type of on-call professional services to continue site remediation efforts required by the San Diego County Department of Environmental Health ("DEH") and other environmental regulatory agencies at redevelopment properties controlled by the CDC; and

WHEREAS, on June 21, 2011, the CDC adopted Resolution No. 2011-134 approving a new agreement with Geosyntec Consultants for \$150,000 to provide the same type of on-call professional services to continue site remediation efforts required by the San Diego County Department of Environmental Health ("DEH") and other environmental regulatory agencies at redevelopment properties controlled by the CDC; and

WHEREAS, many of the redevelopment projects formerly managed by the CDC, such as Education Village, require continued site remediation efforts to obtain case closures by the DEH; and

WHEREAS, Geosyntec Consultants has already established open lines of communications with the environmental regulatory agencies for these projects, provided a high quality of service, and maintained competitive billing rates; and

WHEREAS, the Successor Agency is obligated to Southwestern Community College District to bring closure to certain property that was the subject of a redevelopment project, commonly referred to and described as Education Village, and now requires additional services from Geosyntec Consultants, Inc. in order to do so; and

WHEREAS, staff has determined that continued work with Geosyntec Consultants will provide a consistent approach to environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at former CDC properties now controlled by the Successor Agency; and

WHEREAS, on October 7, 2014, upon staff's recommendation, the Successor Agency did adopt a resolution authorizing its Chairman to execute a new Agreement with Geosyntec Consultants, Inc., for a not-to-exceed amount of \$300,000 to provide on-call professional services involving environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at properties controlled by the Successor Agency; and

WHEREAS, the Dissolution Act mandates that the Successor Agency approval of the new Geosyntec Consultants, Inc. be presented to the Oversight Board of the Successor Agency, the seven (7) member board appointed pursuant to Health and Safety Code Section 34179 ("Oversight Board"), for ratification and approval; and

WHEREAS, authorization to enter an agreement with Geosyntec Consultants, Inc. is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") Guidelines because the proposed action consists of administrative activity that will not result in direct or indirect physical changes to the environment and, as such, pursuant to section 15061(b)(3) of the CEQA Guidelines is not subject to CEQA; and

WHEREAS, all actions of the Oversight Board are adopted by resolution in accord with California Health and Safety Code Section 34179, subdivision (e).

NOW, THEREFORE, BE IT RESOLVED, by the Oversight Board as follows:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The action of the Successor Agency taken on October 7, 2014 is hereby ratified and approved, and the Successor Agency's Chairman is authorized by the Oversight Board to execute an Agreement with Geosyntec Consultants, Inc., for a not-to-exceed amount of \$300,000 to provide on-call professional services involving environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at properties controlled by the Successor Agency, said Agreement to be maintained as a public record in the Office of the City Clerk.

SECTION 3. Pursuant to Health and Safety Code Section 34179(h), all Oversight Board actions may be reviewed by the Department of Finance; therefore, this Resolution shall not be effective for five (5) business days, pending a request for review by the State Department of Finance.

October 22, 2014


SECTION 4. The Oversight Board Secretary and/or Successor Agency Secretary shall certify to the adoption of this Resolution.

PASSED and ADOPTED this 22<sup>nd</sup> day of October, 2014.

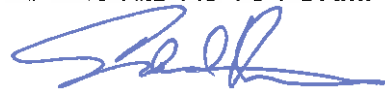
AYES:	Fellows, Carson, Desrochers, Morrison, McCarthy, Perri, Hentschke
NOES:	None
ABSENT:	None
ABSTAIN:	None

  
\_\_\_\_\_  
Ron Morrison, Chairman

ATTEST:

  
\_\_\_\_\_  
Brad Raulston, Executive Director  
Secretary to the Oversight Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Edward Z. Kotkin  
Oversight Board Counsel

**AGREEMENT  
BY AND BETWEEN  
THE SUCCESSOR AGENCY TO  
THE COMMUNITY DEVELOPMENT COMMISSION  
AS THE NATIONAL CITY REDEVELOPMENT AGENCY  
AND  
GEOSYNTEC CONSULTANTS, INC.**

THIS AGREEMENT is entered into this 7<sup>th</sup> day of October, 2014, by and between the Successor Agency to the Community Development Commission as the National City Redevelopment Agency, a public body, corporate and politic (the "SUCCESSOR AGENCY"), and Geosyntec Consultants, Inc., a corporation (the "CONSULTANT"), with reference to the following facts:

**RECITALS**

WHEREAS, on June 19, 2007, the former Community Development Commission ("CDC") adopted Resolution No. 2007-142 approving an Agreement with Geosyntec Consultants, Inc., in the not-to-exceed amount of \$250,000 to provide on-call professional services involving environmental oversight, monitoring, testing, reporting, and remediation of environmental contaminants and/or hazardous materials at redevelopment properties controlled by the CDC; and

WHEREAS, on June 16, 2009, the CDC adopted Resolution No. 2009-163 approving a new agreement with Geosyntec Consultants for \$250,000 to provide the same type of on-call professional services to continue site remediation efforts required by the San Diego County Department of Environmental Health ("DEH") and other environmental regulatory agencies at redevelopment properties controlled by the CDC; and

WHEREAS, on June 21, 2011, the CDC adopted Resolution No. 2011-134 approving a new agreement with Geosyntec Consultants for \$150,000 to provide the same type of on-call professional services to continue site remediation efforts required by the San Diego County Department of Environmental Health ("DEH") and other environmental regulatory agencies at redevelopment properties controlled by the CDC; and

WHEREAS, many of the redevelopment projects formerly managed by the CDC, such as Education Village, require continued site remediation efforts to obtain case closures by the DEH; and

WHEREAS, Geosyntec Consultants has already established open lines of communications with the environmental regulatory agencies for these projects, provided a high quality of service, and maintained competitive billing rates; and

WHEREAS, to provide a consistent approach to environmental oversight, monitoring,

testing, reporting, and remediation of environmental contaminants and/or hazardous materials at former CDC properties now controlled by the Successor Agency, staff recommends that the Successor Agency to the Community Development Commission as the National City Redevelopment Agency authorize the Chairman to execute an Agreement with Geosyntec Consultants, Inc., for a not-to-exceed amount of \$300,000 to provide on-call professional services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The SUCCESSOR AGENCY agrees to engage the CONSULTANT, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, environmental engineering, site assessments, characterization and remediation, groundwater monitoring and reporting, and preparation of environmental studies in accordance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables and "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time and materials basis, consistent with the detailed scope of work and within the limits of the "not-to-exceed" cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the City of National City for such services, except as authorized in advance by the Project Coordinator. The CONSULTANT shall appear at meetings as required by the Project Coordinator to keep staff and the Successor Agency advised of the progress on projects.

The SUCCESSOR AGENCY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the SUCCESSOR AGENCY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services, not to exceed a factor of 15% from the base amount.

3. **PROJECT COORDINATION AND SUPERVISION.**

Stephen Manganiello, Director of Public Works/City Engineer, hereby is designated as the Project Coordinator for the SUCCESSOR AGENCY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Veryl Wittig, PG, thereby is designated as the Project Director for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and materials, consistent with Exhibit "B". The total cost for services described in Exhibit "A" shall not exceed \$300,000 (the Base amount) without prior written authorization from the Project Coordinator. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with the general scope of services in Exhibit "A", and the detailed scope of work and schedule of deliverables provided for individual task orders, as determined by the Project Coordinator.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the SUCCESSOR AGENCY, and for furnishing of copies to the SUCCESSOR AGENCY, if requested.

5. **ACCEPTABILITY OF WORK.** The SUCCESSOR AGENCY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the SUCCESSOR AGENCY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the SUCCESSOR AGENCY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the SUCCESSOR AGENCY shall each prepare a report which supports their position and file the same with the other party.

The SUCCESSOR AGENCY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

6. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on October 7, 2014. The duration of this Agreement is for the period of October 7, 2014 through October 6, 2016. With mutual agreement of the parties, this Agreement may be extended for an additional period of up to one year, through October 6, 2017.



7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the SUCCESSOR AGENCY for use with respect to this Project, and shall be turned over to the SUCCESSOR AGENCY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the SUCCESSOR AGENCY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the SUCCESSOR AGENCY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the SUCCESSOR AGENCY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the SUCCESSOR AGENCY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the SUCCESSOR AGENCY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the SUCCESSOR AGENCY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the SUCCESSOR AGENCY, or for any liability to the SUCCESSOR AGENCY should the documents be used by the SUCCESSOR AGENCY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed."

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the SUCCESSOR AGENCY or the City of National City, and are not entitled to any of the rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the SUCCESSOR AGENCY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the SUCCESSOR AGENCY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the SUCCESSOR AGENCY nor the City of National City, its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the SUCCESSOR AGENCY or the City of National City, it being understood that the CONSULTANT its agents, servants, and employees are as to the SUCCESSOR AGENCY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the SUCCESSOR AGENCY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the SUCCESSOR AGENCY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the SUCCESSOR AGENCY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the SUCCESSOR AGENCY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the SUCCESSOR AGENCY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the SUCCESSOR AGENCY for any increased costs that result from the SUCCESSOR AGENCY'S later inability to obtain the specified items or any



reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the SUCCESSOR AGENCY or the City of National City setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The SUCCESSOR AGENCY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the SUCCESSOR AGENCY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SUCCESSOR AGENCY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

The CONSULTANT shall be liable to SUCCESSOR AGENCY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify, and hold harmless the SUCCESSOR AGENCY, the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the

CONSULTANT'S negligent performance of this Agreement.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the SUCCESSOR AGENCY, the City of National City and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the SUCCESSOR AGENCY, the City of National City or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the SUCCESSOR AGENCY and the City of National City and its officers, agents and employees as additional insured, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and **Umbrella Liability Insurance** with minimum limits of \$10,000,000, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the SUCCESSOR AGENCY and the City of National City and its officers, agents and employees as additional insured, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the SUCCESSOR AGENCY and the City of National City. Said endorsement shall be provided prior to commencement of work under this Agreement. If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by the City of National City.

E. The aforesaid policies shall constitute primary insurance as to the

SUCCESSOR AGENCY and the City of National City, its officers, employees, and volunteers, so that any other policies held by the SUCCESSOR AGENCY and the City of National City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the SUCCESSOR AGENCY and the City of National City of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the City's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City of National City's Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the SUCCESSOR AGENCY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the SUCCESSOR AGENCY and the City of National City.

J. A policy of environmental/pollution coverage with a limit of at least \$2,000,000 aggregate to cover environmental and pollution issues arising out of its operations under this agreement.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the SUCCESSOR AGENCY shall, in addition, be limited to the amount of attorney's fees incurred by the SUCCESSOR AGENCY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of



the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the SUCCESSOR AGENCY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the SUCCESSOR AGENCY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the SUCCESSOR AGENCY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the SUCCESSOR AGENCY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the SUCCESSOR AGENCY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the SUCCESSOR AGENCY all rights set forth in Section 7.

E. The SUCCESSOR AGENCY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like

facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To SUCCESSOR AGENCY:

Brad Raulston  
Executive Director  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

To CONSULTANT:

Veryl Wittig, PG  
Project Director  
Geosyntec Consultants, Inc.  
10875 Rancho Bernardo Road, Suite 200  
San Diego, CA 92127

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty- eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the SUCCESSOR AGENCY. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the SUCCESSOR AGENCY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the SUCCESSOR AGENCY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the SUCCESSOR AGENCY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.



The CONSULTANT shall be strictly liable to the SUCCESSOR AGENCY for all damages, costs or expenses the SUCCESSOR AGENCY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. **Construction.** The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

*<signatures on next page>*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**SUCCESSOR AGENCY TO  
THE COMMUNITY DEVELOPMENT  
COMMISSION AS THE NATIONAL  
CITY REDEVELOPMENT AGENCY**

By: 

Ron Morrison, Chairman

**GEOSYNTEC CONSULTANTS,  
INC.**

By: 

Sam Williams, Vice President

By: 

Thierry Sanglerat, Executive V.P.

**APPROVED AS TO FORM:**

By: 

Claudia G. Silva  
Successor Agency General Counsel

## **EXHIBIT A**

On-call scope of services shall include the following professional services:

- Environmental oversight, monitoring, testing, reporting and remediation of environmental contaminants and/or hazardous materials at properties controlled by the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency")
- Preparation of environmental studies in accordance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).
- Coordination with and reporting to the San Diego County Department of Environmental Health (DEH), California Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board (RWQCB), and other environmental regulatory agencies, on behalf of the Successor Agency.

## EXHIBIT B

### **GEOSYNTEC CONSULTANTS RATE SCHEDULE FOR CITY OF NATIONAL CITY, DEPARTMENT OF PUBLIC WORKS (Updated 23 September 2014)**

<u>Engineer/Scientist</u>	<u>Rate/Hour</u>
Staff Professional	\$104
Senior Staff Professional	\$120
Professional	\$134
Project Professional	\$151
Senior Professional	\$171
Associate	\$194
Principal	\$226

#### Field Services

Engineering Technician	\$ 72
Senior Engineering Technician	\$ 81
Field Manager	\$ 87
Site Manager	\$ 91
Field Superintendent	\$ 97

#### Design, Graphical, and Administrative Services

Senior Drafter/Senior CADD Operator	\$115
Drafter/CADD Operator/Artist	\$100
Admin Assistant/Tech Word Processor	\$ 62
Clerical	\$ 48

#### General

Direct Expenses	Cost plus 0%
Subconsultant Services	Cost plus 0%
Subcontract Services	Cost plus 10%
Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 10 Personal
Automobile (per mile)	Current IRS Rate

Rates are provided on a confidential basis and are client and project specific.  
Unless otherwise agreed, these standard rates will remain in effect for the term of the Agreement (2 years). Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350		<b>CONTACT</b> NAME: Jerry Noyola PHONE (A/C No. Ext): (770) 552-4225 E-MAIL: jerry.noyola@greyling.com ADDRESS: Jerry Noyola FAX (A/C No.): (866) 550-4082	
<b>INSURED</b> Geosyntec Consultants, Inc. 900 Broken Sound Parkway NW Suite 200 Boca Raton FL 33487		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Union Fire Ins. Co. NAIC #: 19445 INSURER B: XL Specialty Insurance Company 37885 INSURER C: New Hampshire Insurance Company 23841 INSURER D: AIG Specialty Insurance Co. 26883 INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 14-15 (Geosyntec Main)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GL 5302659	4/1/2014	4/1/2015	MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Contractual Liability					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		CA 6403892 (AOS)	4/1/2014	4/1/2015	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		CA 6403893 (MA)	4/1/2014	4/1/2015	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00065764LI14A	4/1/2014	4/1/2015	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 015630620 (AOS)	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WC 015630621 (CA)	4/1/2014	4/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Contractors Poll. Liab.		COPS 1951904	9/1/2013	4/1/2015	Per Claim \$8,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder and its officers, agents and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder named below.

**CERTIFICATE HOLDER****CANCELLATION**

Successor Agency to the Community Development Commission as the National Redevelopment Agency and The City of National City  
1243 National City Blvd.  
National City, CA 91950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Collings/JERRY

ACORD 25 (2010/05)

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INS025 (2010/05) 01

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/14 forms a part of

policy No. CA 6403892 issued to Geosyntec Consultants, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**


**ADDITIONAL INSURED:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/14 forms a part of Policy No. WC 015630621

Issued to GEOSYNTEC CONSULTANTS, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61  
(Ed. 11/90)

Countersigned by \_\_\_\_\_



Authorized Representative